MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") by and between **PACIOLAN, INC.**, a Delaware corporation, with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and The Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida with a principal place of business at Coyle Moore Athletic Complex, Tallahassee, Florida, 32306 ("Customer") shall be effective upon the last signature and the effective date shall be July 1, 2012 (the "Effective Date")

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) Data Account: The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

(B) Designated Site: A building or set of buildings within which Customer is authorized to use the Paciolan Software at the address set forth above.

(C) Documentation: The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software, Third Party Software, and the System supplied by Paciolan pursuant to this Agreement.

(D) Event: A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(E) Facility (ies): Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.

(F) Price Schedule: The Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit D.

(G) Paciolan Software: The proprietary software of Paciolan, in object code form only, set forth in the Price Schedule.

(H) Professional Services: The professional services, including any implementation services or integration services provided by Paciolan, if any, set forth in the Price Schedule.

(I) Sellable Capacity: means the admission capacity of the Facility for any particular Event.

(J) Software: Paciolan Software and Third Party Software.

(K) Support Services: The Software maintenance and support service made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(L) System: The data processing system consisting of the subscription services and Software licensed and/or provided to Customer.

(M) Ticket: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

(N) Third Party Software: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Price Schedule.

(O) Value Item. A non-ticket item transacted to the public through the use of the System.

2. **Term and Termination**.

(A) Term. The term of this Agreement shall begin on the Effective Date and continue until June 30, 2017 ("Initial Term") and may renew for subsequent

periods (each a "Renewal Term") upon mutual agreement. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term".

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such breach (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. Upon the effective date of any termination or expiration of this Agreement, Customer shall continue to be obligated for any charges, fees, cash or other amounts previously incurred under the Agreement. Within ten (10) days after termination of this Agreement, Customer shall return to Paciolan or destroy, as instructed by Paciolan, all copies of the Software then in Customer's possession, if any, and Customer shall certify in writing to Paciolan, within two (2) weeks of any termination of this Agreement, that through its best efforts and to the best of its knowledge the original and all copies of the Software, Documentation and other proprietary information of Paciolan have been destroyed or returned to Paciolan. Within ten (10) days after receipt of written request from the Customer, Paciolan agrees to return all copies of any Customer Data or other Confidential Information provided by Customer under the Agreement and then in Paciolan's possession, if any, and not destroyed.

3. License Grant.

(A) Grant. Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license (the "Software License") to use the Software in order to use the System for internal business purposes only, subject to the number of users identified on the Price Schedule, for the license fees set forth on the Price Schedule. The Software consists of a series of machine-readable instructions plus any Documentation customarily supplied therewith. The Software shall initially be used only on equipment at the Designated Site. Use of the Software may be subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety (90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business.

(B) Restrictions. Customer shall limit the use of the Software to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) operate the Software on more than one central processing unit or file server at the Designated Site, (e) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or partial copies thereof, (f) disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (g) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems. The Software License includes the right to copy the Software in non-printed, machine readable form in whole or in part solely as necessary for Customer's own business use. Customer shall maintain no more than one copy of the Software at the Designated Site.

(C) Ownership. Customer covenants and agrees that all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property

of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement. In addition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced. Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof, regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not specifically granted herein are reserved to and by Paciolan.

(D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise

engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.

(E) Upgrades. Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan.

(F) Compliance. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

4. **Third Party Software.** Paciolan reserves the right to reconfigure, replace or substitute Third Party Software in a manner that Paciolan believes is appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer. Paciolan shall secure all required licenses necessary for the use of any embedded third party software, which may be incorporated in the Software. To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

5. **Fees and Payment Terms.**

(A) Fees. Customer agrees to pay Paciolan the monthly transaction fees, monthly services fees, periodic hosting and/or subscription services fees, quarterly services charges and any other fees or charges set forth in the Price Schedule in accordance with the payment schedule set forth on the Price Schedule and the terms set forth in this Agreement.

(B) Minimum Annual Fee. Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Price Schedule hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period be less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer

the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Price Schedule is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term.

(C) Invoices and Payment Terms. Invoices are due and payable on receipt and will be past due if Paciolan does not receive full payment within a period of forty (40) days from date of the invoice.

(D) Separately Billable Items. Subject to the prior written approval of Customer, which may be via email and shall not be unreasonably withheld, Paciolan shall be entitled to reimbursement for reasonable travel, meals, lodging, and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(E) Taxes. To the extent applicable, Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or Value Item, if applicable) covered by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Paciolan an amount equal to any such items actually paid, or required to be collected or paid by Paciolan. Customer represents that Customer is a sovereign immune tax-exempt entity, and maintains a certificate of tax exemption on its webpage at www.fsu.edu.

6. **Confidentiality**. The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request, notice of deposition or other legal or regulatory proceeding pursuant to the the Florida Public Records Law (Section 119.07 F.S) and Section 817.5681, Florida Statutes, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in

any attempt to obtain a protective order. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 7 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary).

7. **Customer Data**. Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through Paciolan (the "Customer Data") only in compliance with all applicable laws and administrative rulings, including but not limited to applicable, local, state and federal privacy laws, or any other similar privacy legislation, as applicable, and in accordance with Customer's own posted privacy policies. In addition, Customer agrees that if any portion of the Customer Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) credit or debit card number; or (iv) password and account identification, then Customer agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data to protect the Customer Data from unauthorized access, destruction, use, modification or disclosure. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer Data shall be the Confidential Information of Customer.

8. **Representations and Warranties**.

(A) Paciolan warrants that the Software will materially conform, as to all substantial operational features, to Paciolan's current specifications when installed.

(B) The above warranty shall be effective only if Customer notifies Paciolan in writing, within ninety (90) days of delivery of the Software to Customer (which date shall not be extended by delivery of any subsequent modifications to the Software, including upgrades), of its claim of any such defect. If the Software is found defective by Paciolan, Paciolan's sole obligation under this warranty is to remedy such defect, by repairing or replacing the Software, in a manner consistent with Paciolan's regular business practices.

(C) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DOES NOT MAKE, AND CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PACIOLAN FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE, THE SYSTEM, PROFESSIONAL SERVICES AND ASSOCIATED SERVICES.

(D) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Customer's errors or systems changes shall be billed at Paciolan's then standard time and material charges.

(E) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site(s) and has the right and authority to enter into this Agreement. Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, result in any such encumbrance upon any aspect of the Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement; and (iv) Customer and any entities who obtain Software, if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Software outside the U.S. The

representations and warranties contained in this section shall be deemed material for all purposes related to this Agreement and shall survive any termination of this Agreement.

9. **Limitation of Liability.** IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS, LOST SAVINGS, LOST OR DESTROYED DATA, LOST TICKET OR OTHER REVENUES, LOST OPPORTUNITY COSTS OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, OR FOR EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S CONTROL, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. PACIOLAN'S MAXIMUM LIABILITY AND OBLIGATION TO CUSTOMER, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE DISKETTE (AS APPLICABLE), REPLACEMENT WITH IDENTICAL OR LIKE SOFTWARE, OR REFUND OF PURCHASE PRICE, ALL OF WHICH AT PACIOLAN'S OPTION, AND IN ANY CASE, SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PACIOLAN FOR THE APPLICABLE SOFTWARE PRODUCT, PARTICULAR TASK OR SPECIFIED DELIVERABLE FOR WHICH BREACH IS CLAIMED (WHETHER FOR SOFTWARE LICENSE, SUPPORT AND MAINTENANCE FEES OR CONSULTING FEES OR OTHER FEES RELATED TO ANY SERVICE). IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

10. **Support Services.** Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone and/or electronic consultation, are based on a service program (the "Service Program") selected by Customer. The Service Program selected by Customer is listed on Price Schedule. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Service Policies. The Support Services are limited to the support of only one Data Account, unless otherwise specified in the Price Schedule, for Software products specified in the Price Schedule. Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement. The support of other Data Accounts or operational sites must be provided for by a subsequent written agreement between Paciolan and Customer. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Support Services or set forth in the Professional Services section of the Price Schedule, Customer will be responsible to contract with Paciolan on a time and materials basis or secure the necessary services through Paciolan or a Paciolan approved third party organization. Paciolan reserves the right to amend the Service Policies at any time. Customer grants Paciolan the right to directly access the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably restrict Paciolan's access to the System or any of its applications, files, account, registers, or databases. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan.

11. **Services.**

(A) The schedule and delivery of all Professional Services, if any, and other services, if any, to Customer will be governed as provided in this Agreement and the Price Schedule. Paciolan shall

provide the implementation Professional Services for the System in accordance with the Price Schedule. Acceptance of each applicable component of the Software or System, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the Software or the System is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.

(B)   Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, neither party will encourage or solicit any employee or consultant of the other party for any reason.

(C)   Programming Services. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Price Schedule.

(D)   Hosted Services. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as Exhibit C.

12. **Survival of Obligations**. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Effect of Termination"), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 5 ("Fees and Payments Terms"), Section 6 ("Confidentiality"), Section 9 ("Limitation of Liability"), Section 11(B) ("Solicitation), Section 13 ("Export Controls"), and Section 16 ("General Provisions") shall survive and shall continue to bind the parties.

13. **Export Controls**. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software.

14. **Notice to U.S. Government End Users**. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government end users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. All unpublished-rights are reserved by Paciolan under the copyright laws of the United States. If Customer is an agency and/or

instrumentality of the United States of America, the Software is provided subject to the restrictions applicable to other end users in accordance with certain restrictions, as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.

15. **PCIDSS**. The term "cardholder data" refers to the number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. Paciolan shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard ("PCIDSS") requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). Furthermore, upon reasonable request by Customer, Paciolan shall, at Customer's sole expense, assist Customer with Customer's compliance with PCIDSS Requirements applicable to Customer limited to providing existing Paciolan documentation. A copy of current PCIDSS Requirements documentation is available on the PCI Security Standards Council website at https://www.pcisecuritystandards.org. Paciolan acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law and as contemplated by the Agreement. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored by Paciolan, Paciolan shall immediately notify Customer, in the manner required in the PCIDSS Requirements, and provide the acquiring financial institution and their respective designees access to Paciolan's facilities and all pertinent records to conduct a review of Paciolan's compliance with the PCIDSS Requirements. Paciolan shall maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of Paciolan's primary data systems.

16. **General Provisions**.

(A)   Notices. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an

overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

(B) Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Florida, without reference to conflict of laws principles. In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

(C) Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

(D) Binding Effect. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(E) Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification or amendment to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time.

(F) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall

continue to prevent such performance. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

(G) Assignment. Without the prior written consent of Paciolan, Customer shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the Software or any part thereof to be had, by anyone other than Customer or Customer's authorized employees. Any such assignment shall not relieve Customer of any of its obligations hereunder. Without the prior written consent of Customer, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

(H) Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(I) Purchase Orders. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties. No provision or data on any purchase order or contained in any documents attached to or referenced in any purchase order shall be binding to the extent that it is in addition to or contradicts the terms and conditions contained herein (including amendments thereto).

(J) Marketing. With written consent of Customer Paciolan may use a royalty-free, non-exclusive, non-transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the promotions and marketing undertaken, if any, in connection with the transactions contemplated by this Agreement. Paciolan acknowledges that its use of Customer Marks shall not

create any right, title or interest in or to such Customer Marks. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PACIOLAN, INC.

Signature: _David R. Butter_

Name: David R. Butter

Title: CEO

Date: 3/12/12

FLORIDA STATE UNIVERSITY

Signature: _Randy Spetman_

Name: RANDY SPETMAN

Title: DIRECTOR OF ATHLETICS

Date: 3-12-12

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: E.VENUE ADDENDUM

This e.Venue Addendum sets forth additional terms and conditions applicable to the license granted to the e.Venue component of the Software.

1. **Web Site Services**. Paciolan will create and maintain at a location of its choosing, Customer-branded Internet sites (the "Site"), as outlined in the Price Schedule, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.

2. **Customer Responsibilities**. Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Sites and to monitor the Sites and to report to Paciolan the problems and anomalies encountered by it or its customers.

3. **Customer Marks, Customer Content**. Paciolan shall have the right and license, with written permission, to utilize and display such names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software, including the Paciolan Software, utilized in connection with the Site shall be owned exclusively by Paciolan. Each page of the Site shall include an attribution to Paciolan. The attribution shall state "Powered by Paciolan" on the Site. Paciolan reserves the right to modify this attribution from time to time during the Term, with Customer's prior approval, which shall not be unreasonably withheld.

4. **Electronic Transfer of Funds**. For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and entities that have agreed to purchase goods and services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will undertake commercially reasonable efforts to assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer, with assistance from Paciolan, will configure the e.Venue software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Consumer's financial institution within five business days after Paciolan debits Electronic Payment Consumer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. Customer will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for the later of two (2) years after completion or revocation of such transaction or as required by law.

5. **Compliance with Law**. Customer agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

EXHIBIT B: PACMAIL

This PACMail Addendum ("Addendum") sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software. This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

1. Defined Terms.

"Advertising Materials" means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

"Collecting Entity" mean the entity that collects email addresses for use under this Addendum.

"E-mail" or "email" means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

"Landing Zone" or "landing zone" means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

"Notice to Users" means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt Out Opportunity of such User. Where required by applicable law, "Notice to Users" also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

"Opt Out Opportunity" means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

"Privacy Rules, Regulation and Principles" means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act of 1998, the United States Children's Online Privacy Protection Act of 1998, the

safe harbor guidelines promulgated by the United States Department of Commerce ("DOC"). CAN-SPAM Act any future regulation or guidelines that may be adopted by the DOC, any future regulations or guidelines that may be adopted by the DOC, the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, and Network Advertising Initiative's Self – Regulatory Principles for Online Preference Marketing by Network Advertisers, each as amended and supplemented from time to time."

"User" means the person corresponding to an email address.

"User Consent" means: (i) for email addresses collected outside the United States, consent required under applicable law (e.g., an existing commercial relationship between the User and a commercial entity and an Opt Out Opportunity); and (ii) for email addresses collected in the United States means an affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address, or via a subsequent email message that contains a Notice to Users, an Opt Out or via a subsequent email message that contains a Notice to Users, an Opt Out Opportunity and the User's affirmative act constituting User Consent described above.

"Web Site" means any point of presence maintained on the Internet or on any other public data network.

2. Delivery of Licensed Services; Licenses.

(A) Delivery. Paciolan licenses proprietary technologies and processes to provide Customer with the "Licensed Services", which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan at a URL to be designated by Paciolan from time to time (collectively, the "Site").

(B) Ownership; No Implied Licenses The Intellectual Property Rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark to the extent necessary to include such names, logos and other Customer content on the Site. "Intellectual Property Rights" means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 1(d), nothing set forth in this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the "Customer Marks") are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer. Each page of the Site shall include an attribution to Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the "Customer License") to access and use the Site and to conduct and use the Site for Customer's internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its

system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. **Customer Warranties**. Customer represents and warrants that: (a) Customer has the right to enter into this Agreement and fully perform the obligations herein; (b) there is no contract, commitment or agreement to which Customer is a party that conflicts with this Agreement; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to the perform the services contemplated by this Addendum in a professional manner. Customer further represents and warrants that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and warranties by Paciolan's licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. **Customer Responsibilities**. Customer agrees to:

(A) Update Customer's corporate web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer's corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer's Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by clients

and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall take commercially reasonable efforts to ensure that (i) Customer's use of email addresses under this Addendum will not violate any applicably Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as "spam" or "junk" mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. **Additional Terms.** In the event that Paciolan becomes aware of or believes in Paciolan's reasonable judgment, based on Paciolan's information from carriers of email messages or other industry self regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer's information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be "blacklisted" by an industry self regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably assured that, by continued services to Customer, such

industry self regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer election to either commence self services of the product (such self service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Termination.** Either party may terminate only this Addendum at any time for convenience with a five (5) month advance written notice to the other.

7. Customer represents that Customer is a sovereign, immune public body corporate, and must waive sovereign immunity to become a party to a lawsuit. Customer represents that the authority to waive sovereign immunity is vested solely with the Florida Legislature and can only be accomplished by legislative action.

EXHIBIT C: HOSTED SERVICES

Data Center and Services

- Paciolan shall, at its sole expense maintain a central computer facility ("Data Center") at such location as it shall deem necessary for the operation of the System.
- Paciolan's Data Center is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability. Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
  - AIX and Universe administration
  - Software maintenance
  - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
  - Reasonable backups of critical data
  - Monitoring of System availability and responsiveness

Security

- Remote System access is controlled via firewalls.
- Controlled physical access to the Data Center
- Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan's Data Center. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party software listed on the Price Schedule for no additional charge (unless stated otherwise in the Price Schedule)
- Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- Third-party software not listed on the Price Schedule, initial setup and monthly cost for frame relay connection to payment processor
- Custom programming
- Travel & related expenses (Travel expenses included in this agreement must be in accordance with Section 5(D) of the Agreement).
- Transaction fees set forth on the Price Schedule attached to this Agreement.
- Additional training or consulting services requested during the term of the Agreement.

SOFTWARE & SERVICES

Qty	Description

SOFTWARE

Paciolan Software

1	t.Res Software License
1	t.Fund Software License
1	t.Credit Software License
1	e.Venue Software License
48	Paciolan Concurrent User License

SUBSCRIPTION SERVICES

1	**Annual Hosting Fee**

Access Management

1	Annual Access Subscription

CA over IP

1	Annual CA over IP Service

PACMAIL

1	Annual PACmail Subscription

Service Program

48	Users, Premium Service Program (t.Res, t.Fund, t.Credit)

eQuery

1	eQuery License Subscription